

Panaji, 24th December, 2009 (Pausa 3, 1931)

SERIES II No. 39

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 38 dated 17-12-2009, as follows:-

- 1) *Extraordinary dated 17-12-2007 from pages 991 to 992 regarding Notification from Department of Personnel.*
- 2) *Extraordinary (No. 2) dated 21-12-2009 from pages 993 to 994 regarding Notification from Department of Elections (Goa State Election Commission).*

GOVERNMENT OF GOA

Department of Animal Husbandry & Veterinary Services

Directorate of Animal Husbandry & Veterinary Services

Notification

No. 15-21/AH/2009-10/3892

In exercise of the Power conferred by Rule 9(2) of the Goa State Veterinary Council Rules, 1990, the Government of Goa hereby appoints the Mamlatdar in Collectorate, North Goa District, Panaji-Goa as Assistant Returning Officer to assist the Returning Officer for conduct of Election to Goa State Veterinary Council.

By order and in the name of the Governor of Goa.

P. K. Patidar, Director (AH) & ex officio Joint Secretary.

Panaji, 15th December, 2009.

Department of Civil Supplies and Consumer Affairs

Directorate of Civil Supplies and Consumer Affairs

Order

No. DCS/ADCS/VAC/113/2009-10/455

On the recommendation of the Selection Committee, the Government of Goa is pleased to re-appoint Shri Jagdish Gopal Prabhudessai as President of the Consumer Disputes Redressal Forum for South District on part-time basis with immediate effect under the provisions of Section 10 (1) (a) & (b) of the Consumer Protection Act, 1986 (Central Act No. 68 of 1986):—

The above appointment shall be subject to the following terms and conditions:—

1. The President of Consumer Disputes Redressal Fora shall hold office for a term of two years or upto the age of 65 years whichever is earlier.
2. The President of the Consumer Disputes Redressal Fora shall receive a remuneration of Rs. 500/- (Rupees five hundred only) per day of the sitting.
3. The President of Consumer Disputes Redressal Fora shall be entitled for such travelling allowances and daily allowances on official tour as admissible to Grade I Officer of the Government.
4. The President of Consumer Disputes Redressal Fora shall be entitled to conveyance allowance of Rs. 200/- (Rupees two hundred only) per day of sitting if residing beyond 20 kms. from

place of sitting and Rs. 100/- (Rupees hundred only) per day of sitting if residing within 20 kms. of place of sitting.

By order and in the name of the Governor of Goa.

Sunil P. Masurkar, Director of Civil Supplies & Consumer Affairs, ex officio Joint Secretary.

Panaji, 14th December, 2009.

Order

No. DCS/ADCS/VAC/113/2009-10/456

On the recommendation of the Selection Committee, the Government of Goa is pleased to appoint Mrs. Harsha Narayan Naik as President of the Consumer Disputes Redressal Forum for North District on part-time basis with immediate effect under the provisions of Section 10 (1) (a) & (b) of the Consumer Protection Act, 1986 (Central Act No. 68 of 1986):—

The above appointment shall be subject to the following terms and conditions:—

1. The President of Consumer Disputes Redressal Fora shall hold office for a term of five years or upto the age of 65 years whichever is earlier.
2. The President of the Consumer Disputes Redressal Fora shall receive a remuneration of Rs. 500/- (Rupees five hundred only) per day of the sitting.
3. The President of Consumer Disputes Redressal Fora shall be entitled for such travelling allowances and daily allowances on official tour as admissible to Grade I Officer of the Government.
4. The President of Consumer Disputes Redressal Fora shall be entitled to conveyance allowance of Rs. 200/- (Rupees two hundred only) per day of sitting if residing beyond 20 kms. from place of sitting and Rs. 100/- (Rupees hundred only) per day of sitting if residing within 20 kms. of place of sitting.

By order and in the name of the Governor of Goa.

Sunil P. Masurkar, Director of Civil Supplies & Consumer Affairs, ex officio Joint Secretary.

Panaji, 14th December, 2009.

Order

No. DCS/ADCS/VAC/113/2009-10/457

On the recommendation of the Selection Committee, the Government of Goa is pleased to re-appoint Shri Dhananjay Atmaram Jog as Member of the Consumer Disputes Redressal Forum for North Goa District on part-time basis with immediate effect under the provisions of Section 10 (1) (a) & (b) of the Consumer Protection Act, 1986 (Central Act No. 68 of 1986):—

The above appointment shall be subject to the following terms and conditions:—

1. The Member of Consumer Disputes Redressal Forum shall hold office for a term of five years or upto the age of 65 years whichever is earlier.
2. The Member of the Consumer Disputes Redressal Forum shall receive a remuneration of Rs. 400/- (Rupees four hundred only) per day of the sitting.
3. The Member of Consumer Disputes Redressal Forum shall be entitled for such travelling allowances and daily allowances on official tour as admissible to Grade I Officer of the Government.
4. The Member of Consumer Disputes Redressal Forum shall be entitled to conveyance allowance of Rs. 200/- (Rupees two hundred only) per day of sitting if residing beyond 20 kms. from place of sitting and Rs. 100/- (Rupees hundred only) per day of sitting if residing within 20 kms. of place of sitting.

By order and in the name of the Governor of Goa.

Sunil P. Masurkar, Director of Civil Supplies & Consumer Affairs, ex officio Joint Secretary.

Panaji, 14th December, 2009.



Department of Education, Art & Culture

Directorate of Higher Education

Order

No. 9/162/2006/HE/GPRG/09/3625

Sub: Prohibition of ragging menace to students in Educational Institutions in the State of Goa by virtue of implementation of the recommendation of the Raghavan Committee.

H. E. the Governor of Goa is pleased to constitute a Monitoring Cell at the level of the Chancellor of Goa University for the State of Goa comprising of the following constituents for the purpose of exercising proper control over all the functional mechanism set up at different level for arresting the menace of ragging to students in Educational Institutions:—

- | | |
|--|--------------------------|
| 1. The Chancellor of
Goa University | ... Chairman. |
| 2. The Hon'ble Minister for
Education, Government
of Goa | ... Vice-
-Chairman. |
| 3. The Secretary (Higher
Education), Government
of Goa | ... Member. |
| 4. The Vice-Chancellor,
Goa University | ... Member. |
| 5. The Director of Education,
Government of Goa | ... Member. |
| 6. The Director of Technical
Education, Government
of Goa | ... Member. |
| 7. The Director,
Birla Institute of Technology &
Science, BITS PILANI,
Zuarinagar (Goa) | ... Member. |
| 8. The Director,
The Goa Institute of
Management,
Ribandar (Goa) | ... Member. |
| 9. The Principal,
Goa College of Engineering,
Farmagudi, Ponda (Goa) | ... Member. |
| 10. The Principal,
Institute of Hotel
Management, Porvorim (Goa) | ... Member. |
| 11. The Director,
Higher Education,
Panaji (Goa) | ... Member
Secretary. |

The abovesaid monitoring Cell/Committee shall meet once in a period of six months to review the situation of functional mechanism as set up for the purpose.

By order and in the name of the Governor of Goa.

R. K. Halarnkar, Under Secretary (Higher Education).

Panaji, 14th December, 2009.

Department of Finance

Finance (Debt Management) Division

Notification

No. 2/8/2000-FCC

Read:- 1) Notification No. 2/8/2000-FCC dated 1-2-2006.

2) Corrigendum No. 2/8/2000-FCC dated 13-11-2006.

In pursuance of Article 19(a) of the Article of Association of the Goa State Infrastructure Development Corporation, Government of Goa is pleased to withdraw nomination of the Executive Director (RTP) HUDCO on the Board of Directors of Goa State Infrastructure Development Corporation appearing in the Notification/Corrigendum referred to above with immediate effect.

By order and in the name of the Governor of Goa.

Meena Priolkar, Under Secretary, Fin.(Bud-II).

Porvorim, 10th December, 2009.

Department of Labour

Notification

No. 28/1/2009-LAB

The following award passed by the Labour Court-II, at Panaji-Goa on 23-10-2009 in reference No. IT/99/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By Order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 14th December, 2009.

IN THE LABOUR COURT - II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. IT/99/07

Shri Satish Gaonkar,
H. No. 205, Madhlo Waddo,
Shirgao, Assonora,
Bardez-Goa.

... Workman/Party I

V/s

M/s. Andrew Telecommunications
India Pvt. Ltd.,
Plot No. 76,
Pilerne Industrial Estate,
Pilerne, Bardez-Goa.

... Employer/Party II

Party I/Workman absent.

Party II/Employer is represented by Adv., P.
Chawdikar.

Panaji, Dated: 23-10-2009.

AWARD

1. In exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (Central Act 14 of 1947) the Government of Goa by order dated 11-10-2007 bearing No. 28/35/2007-LAB/972 referred the following dispute for adjudication to the Industrial Tribunal of Goa.

“(1) Whether the action of the Management of M/s. Andrew Telecommunication India Pvt. Ltd., Pilerne, Bardez-Goa in terminating the services of Shri Satish Gaonkar, Assembler, with effect from 17-04-2007, is legal and justified?”

“(2) If not, to what relief, the workman is entitled?”

2. On receipt of the reference, a case was registered under No. IT/99/07 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Party I (for short ‘workman’) filed his statement of claim at Exhibit-8. The facts of the case in brief as pleaded by the Workman are that he was employed with the Employer/Party II (for short “Employer”) as an “Assembler” at its Pilerne factory. He stated that he joined the services with the Employer Company on 04-06-2005 and was continuously work with the Employer company without any break in service till 13-10-2006 and has completed more than 240 days of continuous service during this period. He stated that the Employer Company is a Multi National Company and has its own Chaiman, Managing Director and the Board of Directors. He stated that the Employer Company has factories situated all over the world and is one of the leading company in supplying and manufacturing the telephone equipments. He stated that he joined the Employer Company at the factory situated at Pilerne Industrial Estate, Pilerne, Bardez-Goa and continued to work in this factory upto the year 2006. He stated that somewhere in

the month of February, 2007, he was shifted to another factory situated at plot No. N-2, Phase-IV, Verna Industrial Estate, Verna, Salcete-Goa and continued to work at Verna Factory till the time his services were terminated. He stated that at present the Employer Factory is operational at plot No. N-2, Phase-IV, Verna Industrial Estate, Verna, Salcete-Goa are continued in employment at Verna, Salcete-Goa. He stated that on 14-10-2006 he was issued a letter of probation stating that he is employed on probation for the period of 6 months. He stated that the Employer has deliberately issued to him a “Letter of Probation” as an afterthought to deny him the benefits as given to the other permanent Workman and to deny him the benefits of various other statutory beneficial legislations. He submitted that since he had already completed 240 days of continuous service, he is a permanent workman of the Employer Company. He stated that after the issuance of the probationary letter, he has successfully completed the period mentioned in the said Probation letter. he stated that on successfully completion of probation period, he was issued a letter dated 13-03-2007 stating that he had shown negligence and carelessness in the daily work and that he has done wrong casting which was sent to “Aero Coach” which has resulted in loss of productivity for the company as well as for the vendor. He stated that the aforesaid letter clearly proves that the Workman was issued the said letter for certain acts of misconduct and the termination of his services w.e.f. 17-04-2007 is on account of the above acts of misconducts. He submitted that whenever any misconducts are leveled against the workman, it is mandatory for the management to conduct a disciplinary enquiry before taking any drastic steps such as termination of the services. He stated that no such enquiry or any investigation has been carried out and as such the termination of his services is patently illegal, unjustified and bad in law and he is therefore entitled for reinstatement with full back wages and continuity in services. He sated that the Probationary Letter issued to him was a mere eye-wash and was to deny him the benefits of regular and confirmed employment. He stated that he was carrying out his day to day work alongwith other confirmed Employees and was performing the core activity as an “Assembler” in “Value-Line-Department” and was also performing the overtime duties alongwith other permanent workmen and was also paid overtime allowances along with other workmen. He submitted that the termination of his services smacks of malafides and is an act to take the revenge. He stated that

immediately after the termination of his services he raised an Industrial Dispute on 17-04-2007 before the Deputy Labour Commissioner, Government of Goa, which ended in failure due to negligent and adamant attitude of the employer. He stated that the present termination letter casts stigma on his character and same will bound him for the rest of his life and as such the termination is patently illegal, unjustified and bad in law. He stated that presently he is unemployed and does not have any source of income. He stated that the Employer has recruited new workmen in place of the workman. He therefore, prayed that the action of the Employer Company in terminating his services w.e.f. 17-04-2007 be held illegal, unjustified and bad in law and he may be reinstated back in service with full back wages and continuity in service.

3. The Employer filed written statement on 07-04-2008 at Exhibit 12 resisting the claim of the Workman. The Employer stated that the termination of the Workman on 17-04-2007 is a simple termination on completion of probation period for non satisfactory performance during the probation period, cannot be considered to be illegal by any stretch of imagination and it is perfectly legal and proper. The Employer stated that the performance of the Workman was not found satisfactory during the probationary period, and hence his services were terminated at the end of completion of probationary period as per Clause A-2 of his Appointment Letter. The Employer stated that it is a simple termination and no stigma is cast upon the Workman. The Employer submitted that the services of the Workman were not terminated for any act of misconduct, but as his performance was not found satisfactory during the probationary period, therefore question of conducting any enquiry does not arise at all. The Employer submitted that the termination of services of the Workman is perfectly legal, proper and within the rights of the employer. The Employer submitted that the reference is based on incorrect and improper submission of the workman, hence liable to be dismissed in limini. The Employer stated that there exists no Industrial Dispute between the parties. The Employer stated that the Workman submitted his hand written application requesting the Employer to appoint him in the service and filled in the blank application form of the company giving personal details in his own handwriting, which is as per the joining formalities of the Company. The Employer stated that the Employer appointed him in the services w.e.f. 18-10-2006 on a probation period. He stated that the Workman accepted the Appointment Letter and worked in

terms thereof. The Employer stated that at no point of time, during the employment, the Workman ever made any complaint, grievance, demand or issued about his alleged claim of employment with the company for earlier period. The Employer stated that presuming without admitting that the Workman was in employment earlier to the present appointment letter on probation period, then he would not have even accepted the said appointment letter which clearly is a fresh appointment letter on probation period of six months. The Employer stated that it entered into legal and proper contract with Eagle Industrial Services Pvt. Ltd. dated 23-12-2004 for the period 01-01-2005 to 31-12-2005 and subsequently it was renewed with an agreement dated 21-12-2005 for the period 01-01-2006 to 31-12-2006 to provide manpower to carry out certain jobs in the Employer's Company. The Employer stated that the said contractor had deployed manpower in the Employers Company to carry out the job as per the terms of contract. The Employer stated that the contractor informed him that the Workman was one of the employee of the said contractor, who was deployed to carry out the work as per the terms of contract. The Employer stated that Eagle Industrial Services Pvt. Ltd. informed them that they had deployed the Workman in Employer Company w.e.f. 04-06-2005 and thus the Workman was an Employee of the said contractor and there was no Employer-Employee relationship between the Workman and the Employer Company from 03-4-2005 to 14-10-2006. The Employer stated that the Workman joined the Employer Company in Pilerne Industrial Estate on 18-10-2006 and subsequently in December, 2006, the Company re-located manufacturing facilities at the new plant located at plot No. N2, Phase IV, Verna Industrial Estate in a phased manner. The Employer stated that the appointment of the Workman was made as per the certified standing orders of the company. The Employer stated that it had given Memo dated 13-03-2007 to the Workman for showing negligence in the work carried out by him.

4. Thereafter the Workman filed his rejoinder on 12-06-2008 at Exhibit 14. By way of rejoinder the Workman confirms and reiterates all the submissions and averments made by him in his claim statement and denies all the statements and averments made by the Employer in its written statement which are contrary to his case.

5. On the basis of pleadings filed by the respective parties, this court framed the following issues on 22-10-2008 at Exhibit 18.

1. Whether the Workman/Party I proves that he was employed by the Employer/Party II as an "Assembler" w.e.f. 04-06-2005 to 13-10-2006 continuously without any break in service?
2. Whether the Workman/Party I proves that the action of the Employer/Party II in terminating the services w.e.f. 17-04-2007 is illegal and unjustified?
3. Whether the Employer/Party II proves that the present order of reference issued by the Government of Goa is not maintainable?
4. Whether the Employer/Party II proves that there was no Employer/Employee relationship between himself and Workman/Party I for the period starting from 04-06-2005 to 13-10-2006?
5. Whether the Employer/Party II proves that Workman/Party I was appointed w.e.f. 18-10-2006?
6. Whether the Workman/Party I proves that he is entitled for any relief?
7. What award ?

6. My answers to the aforesaid Issues are as under:

- Issue No. 1 : In the Negative.
 Issue No. 2 : In the Negative.
 Issue No. 3 : In the Negative.
 Issue No. 4 : In the Negative.
 Issue No. 5 : In the Negative.
 Issue No. 6 : In the Negative.
 Issue No. 7 : As per final order.

Reasons

7. Issue Nos. 1, 2 & 6

It is the Workman who has raised the present Industrial Dispute aggrieved by the termination of his services w. e. f. 17-04-2007. The Workman also filed his statement of claim by alleging that he was working with the Employer Company as an "Assembler" w.e.f. 04-06-2005 to 13-10-2006 continuously without any break in service and that the action of the Employer Company in terminating his services w. e. f. 17-04-2007 is illegal, unjustified and bad in law as the Employer Company has failed to conduct a disciplinary enquiry before terminating his services on the ground of alleged misconduct. The Workman therefore claimed that he is entitled

to reinstated in service with full back wages and continuity in service. The Employer Company denied the aforesaid allegations of the Workman by filing its written statement. Therefore, this Hon'ble Court has framed the existing Issue Nos. 1, 2 & 6 thereby putting the burden on the workman to prove the said allegations made by him in his claim statement. It was thus incumbent for the workman to appear and substantiate his allegation that the termination was not valid or legal. The proceedings before the Labour Court or Industrial Tribunal are judicial in nature, even though the strict rules under the Indian Evidence Act does not apply to the proceedings, but principles analogues to the said Act is applicable to the proceedings before the Labour Court. In a judicial proceedings, if no evidence/material is produced, the party challenging the validity of the order, then the challenge must fail. It is well settled law that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced, the party invoking jurisdiction of the Court must fail.

In the present case, though the Workman was given several opportunities to lead evidence in support of his claim statement to prove the existing Issue Nos.1, 2 & 6, the Workman however consistently failed to appear and lead any evidence either oral or documentary by remaining absent so much so that this Hon'ble Court vide its Order dated 29-09-2009 was compelled to close the evidence of the Workman. Consequently, there is absolutely no material before this Court for recording a finding that the Workman was employed by the Employer Company as an "Assembler" w. e. f. 04-06-2005 to 13-10-2006 continuously without any break in service and that the Order of Termination passed by the Employer Company is illegal, unjustified and bad in law. In the absence of any cogent evidence on record, this Hon'ble Court is constrained to hold the Order of Termination as being legal. Consequently, the Workman is not entitled for any relief.

8. Issue Nos. 3, 4 & 5

The Employer Company resisted the claim of the Workman pertaining to the alleged illegal termination of services of the Workman w. e. f. 17-04-2007 by contending that the present order of reference issued by the Government of Goa is not maintainable and that there was no Employer-Employee relationship between the Employer Company and the Workman, for the period starting from 04-06-2005 to 13-10-2006, the burden to prove

the said contents lies on it and hence this Court has framed the existing Issue Nos. 3, 4 & 5. The Ld. Adv., Shri P. Chawdikar appearing for the Employer Company, however submitted that he do not wish to lead any evidence, since the Workman has failed to lead any evidence in support of his claim statement.

Since, the Employer Company has failed to adduce any evidence either oral or documentary in support of its written statement, there is absolutely no material on record to record a finding that the present order of reference issued by the Government of Goa is not maintainable and that there was no Employer-Employee relationship between the Employer Company and the Workman for the period starting from 04-06-2005 to 13-10-2006. Hence it is held that the existing issue Nos. 3, 4 & 5 are not proved.

With this I proceed to adjudicate the dispute by passing Order as follows:

ORDER

1. It is held that the action of the Management of M/s. Andrew Telecommunication India Pvt. Ltd, Pilerne, Bardez-Goa in terminating the services of Shri Satish Gaonkar, Assembler, with effect from 17-04-2007, is legal and justified.

2. The Workman is not entitled to any relief as claimed by him.

3. No order as to costs.

4. The award be submitted to the Government of Goa as per provisions contained in Section 15 of the Industrial Disputes Act, 1947.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Notification

No. 28/1/2009-LAB

The following award passed by the Labour Court-II, at Panaji-Goa on 21-10-2009 in reference No. IT/22/04 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By Order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 14th December, 2009.

IN THE LABOUR COURT - II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. IT/22/04

Shri Tulesh D. Mangueshkar,
Guddi Wada, Neura,
Ilhas-Goa.

... Workman/Party I

V/s

M/s. Titanor Components Ltd.,
Plot Nos. 184, 185 & 189,
Kundaim Industrial Estate,
Kundaim-Goa.

... Employer/Party II

Party I/Workman present in person.

Party II/Employer is represented by Adv., P. Chawdikar.

Panaji, Dated: 21-10-2009.

AWARD

1. In exercise of the powers conferred by Section 10 (1) (d) of the Industrial Disputes Act, 1947, (Central Act 14 of 1947), the Government of India by order dated 22-07-2004 bearing No. 28-8-2004-LAB/532 referred the following dispute for adjudication to the Industrial Tribunal of Goa, Panaji-Goa.

"1) *Whether the action of the management of M/s. Titanor Components Limited, Kundaim Industrial Estate, Kundaim-Goa, in dismissing Shri Tulesh D. Mangueshkar, Skilled Technician, Grade II, with effect from 18-2-2003, is legal and justified?*

(2) *If not, to what relief the workman is entitled?"*

2. On receipt of the reference, a case was registered under No. IT/22/2004 and registered A/D notice was issued to the Parties. In pursuance of the said notice, the parties put in their appearance. The Workman/Party I (For short "Workman") filed his statement of claim on 12-10-2004 at Exb. 4. The facts of the case in brief as pleaded by the Workman in his statement of claim that he was appointed by the Employer/Party II (For short "Employer") as a Technician w.e.f. 14-11-1994. He stated that he was promoted as a skilled technician in Grade II later on. He stated that he was also elected as a Vice-President of the Local Committee known as "Titanor Workers

Committee". He stated that he was issued a show cause cum suspension letter on 1-3-2001 alleging certain acts of misconduct. He stated that the misconducts spelt out in the said show cause cum suspension letter were totally false, fabricated and mis-leading, as such, he filed his reply to the said show cause cum suspension letter on 6-3-2001. He stated that the Employer failed to consider the reply filed by him and the explanation given in the said letter and without considering the same, issued the workman charge sheet dated 15-3-2001 alleging that he is guilty of the charges mentioned in the said charges. He stated that he had filed his reply to the said chargesheet denying each and every allegations made against him. He stated that the said reply filed by him was not considered satisfactorily and the employer proceeded with the inquiry proceedings. He stated that Adv., Rohit Lobo conducted an inquiry as an Inquiry Officer. He stated that the management was represented by Adv., Vijay Palekar. He stated that the inquiry was conducted by the said Enquiry Officer in gross violation of the principles of natural justice. He stated that the Inquiry Officer, Adv. Rohit Lobo had acted in a bias and prejudicial manner against his interest. He stated that the appointment of the Inquiry Officer was also invalid and was done without having any authority and locus standi. He stated that since the Inquiry Officer was acting in bias and prejudicial manner, he demanded to change the Inquiry Officer, however, his request was not considered by the Employer and the inquiry continued causing serious prejudice to the Workman as well as to his defence. He stated that the Inquiry Officer failed to explain procedures of the inquiry to him. He stated that the statement of the witnesses were recorded by the Inquiry Officer according to his own version without hearing the actual statement of the witnesses and thus caused great prejudice to his defence. He stated that the Inquiry Officer never considered objections raised by him as well as his representative in the said inquiry. He stated that the Inquiry Officer arbitrarily overruled the written, objections raised by him and totally acted in a bias and prejudicial manner in favour of the Employer. He stated that he was not allowed to cross examine. He stated that the documents produced by the management in their evidence specially MW-2B was taken on record inspite of strong objections raised by him and for this act of the Inquiry Officer, he had suffered great injustice and prejudice. He stated that the Inquiry Officer even dis-allowed the request of the Workman to examine the office bearer of the Titanor Workers Union as his witness on 23-10-2002, which caused

prejudice to him. He stated that the findings given by the Inquiry Officer are perverse and not based on the relevant materials and documents and hence, liable to be quashed and set aside. He stated that the Inquiry Officer has stretched the evidence of the management to give the findings in their favour. He stated that the Inquiry Officer has committed gross error of non application of mind. He stated that the Inquiry Officer has failed to discuss and analyse the evidence correctly and erroneously came to the conclusion that the misconducts leveled against him stands proved. He stated that the Inquiry Officer has also failed to give reasons of whatsoever nature for not considering the defence evidence. He stated that the findings given by the Inquiry Officer in favour of the management are totally mechanical which deserved to be quashed and set aside. He stated that the management has failed to prove the charges leveled against him in the inquiry. He stated that the witness examined by the Employer are managerial and supervisory staff and as such their evidence cannot be believed. He stated that the findings given by the Inquiry Officer are bias and perverse without application of mind. He stated that inspite of failure of the employer to prove the allegations against him, the Employer issued a letter of dismissal dated 18-2-2003 to him stating that his services stands dismissed with immediate effect. He stated that being aggrieved by the said dismissal order, he raised an industrial dispute before the Labour Commissioner, Government of Goa, by his letter dated 14-3-2003. He stated that after receipt of the said letter the Dy. Labour Commissioner, Government of Goa, issued notices to the concerned parties, however, the conciliation proceedings ended in failure. He stated that, he is presently unemployed and without any source of income. He stated that the dismissal order issued to him with malice and malafide intentions with a view to harass and victimize him to undermine his legitimate trade activities being the Vice-President of the local committee of Titanor Workers. He submitted that without prejudice to his aforesaid submissions and ground and without admitting the charge of misconducts, the punishment of dismissal of services meted out to him is too harsh and shockingly dis-proportionate and hence the said punishment has to be reconsidered. He submitted that the action of the Employer in dismissing his services is illegal and unjustified and bad in law and hence he is entitled for reinstatement with full backwages and continuity in service.

3. The Employer filed written statement on 28-01-2005 at Exb. 5, thereby controverted the claim of the Workman. The Employer by way of preliminary objection stated that the present matter does not constitute an industrial dispute as contemplated under the Industrial Disputes Act, 1947, and that there is no application of mind by the appropriate Government in referring the present matter and hence the reference is bad in law. The Employer, stated that it is a company incorporated under the Company's Act, 1956 and is engaged in the manufacturing of engineering components/ equipments and has its factory at Kundaim Industrial Estate. The Employer however, admitted that the workman was employed with them as a skilled technician. The employer stated that the Workman was issued a show cause notice dated 1-3-2001 wherein it was stated that it has come to their notice on 26-2-2001 that the workman sold four packets of milling inserts to one of the co-employee @ of Rs. 100/- each within the factory premises. The employer stated that it was also stated in the said notice that the said act amounts to theft and misappropriation of their property and therefore, he was charged for the following acts of misconducts under the Certified Standing Order of the company which reads as:

(i) Theft or fraud or dishonesty or deception or corrupt practices in connection with establishment business or property;

(ii) Conduct in private or otherwise, if prejudicial to the interest of establishment or which may adversely effect the reputation of the establishment or any other employee of the company;

(iii) Sale or canvassing for sale of any tickets, articles or commodities within the establishment premises.

The Employer stated that the Workman submitted his reply dated 6-3-2001. The Employer stated that after perusal of the said reply filed by the Workman, they found it to be unsatisfactory and therefore decided to chargesheet the Workman. The employer stated that the Workman was charge sheeted by letter dated 15-3-2001 for the aforesaid acts of misconducts. The employer stated that Mr. Rohit C. Lobo was appointed as an Inquiry Officer to conduct an inquiry into the charges. The employer submitted that the inquiry was conducted by an impartial and competent Inquiry Officer. The Employer stated that the charge sheeted workman was initially represented by Mr. Suhas Naik and later by Mr. Raju Mangueshkar, Mr. S. Pathak and

thereafter, Mr. Vijay Palekar represented the management during the inquiry proceedings. The Employer stated that the Workman was extended every conceivable opportunity to participate and present his case during the inquiry. The employer stated that after conclusion of the inquiry, the Inquiry Officer submitted his findings on 13-1-2003 thereby, holding the workman guilty of the charges leveled against him. The Employer stated that they perused the charges, the proceedings of the inquiry and the findings of the Inquiry Officer and concluded that the inquiry has been concluded in accordance with the principles of natural justice and the findings of the Inquiry Officer are fair, proper and based on the evidence on record. The employer stated that they considered the past service record of the workman and in view of the gravity of the proved misconduct, dismissed the workman from their services w. e. f. 18-2-2003. The Employer stated that the said dismissal order is legal, proper and justified. The Employer denied that the Workman was a protected Workman or was the Vice-President of the Titanor Workers Committee. The employer submitted that the Inquiry Officer justifiably rejected the objection raised by the Workman in relation to the document MW-2B and passed a reasoned order rejecting the objections. The Employer without prejudice to his aforesaid contentions and submissions made therein prayed that in the event the inquiry is set aside by this Hon'ble Tribunal on any ground, the employer may please be permitted to lead evidence in support of the charges. The Employer stated that the Workman is gainfully employed. The employer denied the claim of the workman as pleaded in his statement of claim in toto. The Employer stated that the punishment of dismissal is proportionate to the gravity of proved misconducts and the dismissal is legal and justified. The Employer therefore, prayed that no relief be granted to the Workman and the reference be rejected.

4. Thereafter the Workman filed his rejoinder at Exb. 6 thereby denying the statements/allegations made by the Employer in their written statement which are contrary and inconsistent to his statements/averments made by him in his statement of claim and confirms and reiterates all the submissions and averments made by him in his statement of claim.

5. Thereafter on the basis of pleadings filed by the respective parties this court framed certain issues on 12-04-2005 at Exb. 7.

1. Whether the Party I proves that the enquiry conducted against him is not fair and proper?

2. Whether the charges of misconduct leveled against the Party I are proved to the satisfaction of the Tribunal by acceptable evidence?

3. Whether the Party I proves that the action of the Party II in terminating his services from 18-02-2003 is illegal and unjustified?

4. Whether the Party II proves that the dispute referred is not an Industrial Dispute within the meaning of Sec. 2(k) of the Industrial Disputes Act, 1947?

5. Whether the Party I is entitled to any relief?

6. What Award?

My answers to the aforesaid issues are as under:

Issue No. 1: Negative.

Issue No. 2: Negative.

Issue No. 3: Negative.

Issue No. 4: Negative.

Issue No. 5: Not entitled to any relief.

Issue No. 6: As per order.

Reasons: for all Issues.

Heard the Ld. Adv., Shri P. Chawdikar for the Employer.

The proceedings before the Industrial Tribunal or Labour Court are judicial in nature even though the Indian Evidence Act does not apply to the proceedings, but principles underlying the said act is applicable to the proceedings before the Labour Court. It is well settled that if a party challenging the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced the party invoking the jurisdiction of the Court must fail. In the instant case, the Government of Goa has referred the dispute to the Industrial Tribunal at the instance of the aggrieved workman i. e. the Party I. Therefore, the burden lies on the Party I to set out grounds challenging the validity of termination order and to prove that the termination order is illegal. The Party I has filed his statement of claim thereby set out the grounds challenging the validity of his termination order. The Party I has also filed his own affidavit in evidence however, failed and neglected to remain present for his cross examination by the adverse party, in spite of the fact that several opportunities

were given to him. This Hon'ble Court therefore, closed the cross examination as well as evidence of the Party I. It is well settled that an affidavitary evidence is a weak piece of evidence and it cannot be relied in evidence unless the adverse party given an opportunity to testify the statements/averments made therein by way of cross examination.

In the circumstances, there is no cogent evidence before this Court for recordings of findings that order of termination passed by the Employer is illegal and unjustified or for proving of any of the issues framed by this Court.

In view of the above and with regards to the facts and circumstances of the case I proceed ahead to adjudicate the reference by passing the following order:

ORDER

1. It is hereby adjudicated that in the absence of any evidence on record, the action of the management of M/s. Titanor Components Limited, Kundaim Industrial Estate, Kundaim-Goa, in dismissing Shri Tulesh D. Mangueshkar, Skilled Technician, Grade II, with effect from 18-2-2003, is legal and justified.
2. It is hereby adjudicated that the Party I/Workman is not entitled to any relief.
3. No order as to costs.
4. The award be submitted to the Government of Goa as per provisions contained in Section 15 of the Industrial Disputes Act, 1947.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Department of Mines

Directorate of Mines & Geology

Order

No. 96/377/88/IIR-Mines/3243

In exercise of the powers conferred by sub-section (2) of Section 8 of the Mines and Minerals (Development and Regulation) Act, 1957 (Central Act 67 of 1957) read with sub-rule 3 of Rule 24 A of Mineral Concession Rules, 1960, the

Government of Goa hereby renews the mining lease in favour of Shri Rajesh P. Timblo, legal representative of late Shri Chandrakant Fondu Naik (hereinafter referred to as the "lessee") for undertaking mining operations for iron and manganese ore over an area of 69.4745 ha. of land situated in village Curpem of Sanguem taluka, for a period of 20 years effective from 22-11-2007 to 21-11-2027 subject to the conditions hereunder to be incorporated in the lease deed:—

1. The Lessee shall carry out at his expenses such experiments on remedial measures as directed by the Director of Mines & Geology, Government of Goa (hereinafter called the "Director") or by any other officer authorized by him and shall report the result to him.
2. The Lessee shall allow, co-operate and provide all facilities to the experts authorized by the State Government to carry out research work or experiments on remedial measures in his leased area or dumping site.
3. The Lessee shall, at their own expense, undertake remedial measures, to the satisfaction of the Director of Mines & Geology to prevent damage to the agricultural or forest lands due to the flow of mining rejects or wastes or slimes resulting from his mining operations, within a reasonable time or such time as the case may be, as may be directed by the Director of Mines & Geology.
4. If the Director of Mines & Geology or the Officer authorized by him in this behalf is of the opinion that any active dump causes or will cause damage to the agricultural or forest land, which cannot be prevented, he may by order in writing, stop further dumping on such dump. No such order shall, however, be made, unless the Lessee is offered a reasonable opportunity of stating his case and being heard.
5. The Lessee shall undertake to rehabilitate the land left over after the mining operations are concluded, through soil conservation measures to the satisfaction of the State Government within such reasonable time as the State Government may, by an order in writing, specify.
6. In the event of failure on the part of the Lessee to undertake the aforesaid measures within the stipulated period, the State Government, without prejudice to any other action it may take against the Lessee, may take the required steps to rehabilitate the said land and recover the expenses incurred for such work from the Lessee as arrears of land revenue.
7. The Lessee shall undertake necessary measures to consolidate the dumps by planting suitable species of grass, legumes or trees, etc. as may be directed by the Director of Mines & Geology, from time to time.
8. The Lessee shall undertake to plant elsewhere within the lease area at least as many trees as are removed during the mining operations.
9. The Lessee shall not dump or allow to be dumped any rejects at any point within a distance of 100 meters from the bank of any river or nallah and 50 metres from the boundary of the leased area except with the previous written permission of the State Government.
10. The Lessee shall not discharge or allow it to be discharged any muddy and slimy water from the beneficiation/washing plant and shall provide settling tanks of proper design and adequate capacity for settling solids so that only decanted water may overflow.
11. The Lessee shall undertake the work of desilting of drains and streams outside the leased area periodically to prevent them from being choked and shall provide check dams to facilitate the settling of suspended solids.
12. The Lessee shall take necessary steps to ensure that the trucks carrying the ore/rejects from the leased area to any loading point or stockyard are neither overloaded nor allowed to be overloaded.
13. The Lessee shall make and pay such reasonable compensation to the owner or tenant or occupant of the land or property situated in the leased area or in the vicinity of the leased area which is damaged or injured or disturbed as a result of mining operation or due to the flow of mining rejects, slimes or waste from the mine, as the case may be, as may be assessed by the Collector, South Goa, in accordance with the law in force on the subject and shall indemnify or keep indemnified fully and completely the State Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.

14. The Lessee shall obtain surface rights or obtain consent of the owner/occupier of land before entering the land for commencement of mining operation in the area.
15. Legal status of forest land comprising the mining lease for which approval has been granted by the Ministry of Environment and Forest, Government of India, shall remain unchanged.
16. The Lessee shall strictly comply with the conditions laid down in the letter No. F. 8-68/2002-FC dated 11-11-2008 of the Ministry of Environment & Forests (F. C. Division), Government of India.
17. The Lessee shall also comply with the conditions laid down in the letter No. J-11015/40/2005-IA.II(M) dated 30-09-2005 and letter No. J-11015/40/2005-IA.II(M) dated 23-7-2007 of the Ministry of Environment and Forest, Government of India.
18. The Lessee shall execute within a period of 180 days from the date of communication of this order, a Deed of Lease as contemplated under Rule 31 of the Mineral Concession Rules, 1960.
19. The stamp duty shall be payable by lessees as may be determined by the Competent Authority.

SCHEDULE

District	Taluka	Village	Area in hectares	T.C. No.
South Goa	Sanguem	Curpem	69.4743	63/51

By order and in the name of the Governor of Goa.

Arvind D. Loliyekar, Director of Mines & Geology/Jt. Secretary (Mines), ex officio.

Panaji, 14th December, 2009.



Department of Planning

Directorate of Planning, Statistics and Evaluation



Notification

No. DPSE/IV/UID-Com./2009

Government is pleased to constitute the following State Unique Identification Implemen-

tation Committee with immediate effect in order to implement the Unique Identification Project in Goa.

- | | |
|--|-------------------|
| 1. Chief Secretary | Chairman. |
| 2. Secretary, Rural Development | Member. |
| 3. Secretary, Civil Supplies | Member. |
| 4. Secretary, Health | Member. |
| 5. Secretary, Education | Member. |
| 6. Secretary, Information Technology | Member. |
| 7. Secretary, Planning and Statistics | Member. |
| 8. Secretary, Social Welfare | Member. |
| 9. Secretary, Panchayati Raj | Member. |
| 10. Secretary, Urban Development | Member. |
| 11. Collector (North Goa District) | Member. |
| 12. Collector, (South Goa District) | Member. |
| 13. Director, Census Operations, Goa | Member. |
| 14. State Informatics Officer, (NIC Goa) | Member. |
| 15. Director, Information Technology | Member. |
| 16. Director, Planning & Statistics | Member Secretary. |

The present Notification is in supersession to all the earlier Notifications in this matter.

By order and in the name of the Governor of Goa.

Anand Sherkhane, Director (Planning and Statistics).

Panaji, 17th December, 2009.

Notification

No. DPSE/IV/UID-Com./2009

Government is pleased to constitute the following State Unique Identification Implementation Committee with immediate effect in order to oversee implementation of Unique Identification Project in Goa.

- | | |
|--------------------------------|-------------------|
| 1. Chief Minister | Chairman. |
| 2. Minister for Home | Member. |
| 3. Minister for RDA | Member. |
| 4. Minister for Panchayati Raj | Member. |
| 5. Chief Secretary | Member Secretary. |

The present Notification is in supersession to all the earlier Notifications in this matter.

By order and in the name of the Governor of Goa.

Anand Sherkhane, Director (Planning and Statistics).

Panaji, 17th December, 2009.

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Department of Revenue

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Order

No. 22/35/2008-RD

Whereas, the Government of Goa, vide Notification No. 22/35/2008-RD dated 26-09-2008, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 27 dated 3-10-2008, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. land acquisition for development of Government School Playground at Colvale in Bardez Taluka (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa, considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 22/35/2008-RD dated 22-6-2009, issued under section 6 of the said Act, and published in the Official Gazette, Series II No. 14 dated 2-7-2009, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, North Goa District, Panaji to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 15th December, 2009.

Order

No. 22/36/2008-RD

Whereas, the Government of Goa, vide Notification No. 22/36/2008-RD dated 26-09-2008, issued under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 29 dated 16-10-2008, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. land acquisition for development of Government Village School Playground at Assonora in Bardez Taluka (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa, considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 22/36/2008-RD dated 10-07-2009, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 16 dated 16-7-2009, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, North Goa District, Panaji, to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 15th December, 2009.

Order

No. 23/8/2009-RD

Whereas, the Government of Goa, vide Notification No. 23/8/2009-RD dated 20-02-2009, issued under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II, No. 49 dated 03-03-2009 notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction of road at Patnem under Survey Nos. 157/3, 4, 5, 6, 7, 8, 9, 11, 13, 16 & 21 in Village Panchayat Ambelim, Salcete Taluka (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa, considered the report made by the Collector under sub-section (2) of section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 23-8-2009-RD dated 01-10-2009, issued under section 6 of the said Act, and published in the Official Gazette, Series II, No. 29, dated 15-10-2009, declared that the said land is required for the said public purpose.

Now, Therefore, in exercise of the powers conferred by section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, South Goa District, Margao-Goa to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 16th December, 2009.

Order

No. 22/34/2008-RD

Whereas, the Government of Goa, vide Notification No. 22/34/2008-RD dated 17-09-2008, issued under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II, No. 26, dated 25-09-2008, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for development of Government Village School Playground at Sao Jose de Areal, Salcete, Goa (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa, considered the report made by the Collector under sub-section (2) of section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 22/34/2008--RD dated 03-07-2008, issued under section 6 of the said Act, and published in the Official Gazette, Series II, No. 15, dated 09-07-2009, declared that the said land is required for the said public purpose.

Now, Therefore, in exercise of the powers conferred by section 7 of the Land Acquisition Act,

1894 (Act 1 of 1894), The Government of Goa hereby directs the Collector, South Goa District, Margao-Goa, to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 16th December, 2009.

Order

No. 22/17/2007-RD

Whereas, the Government of Goa, vide Notification No. 22/17/2007-RD dated 02-07-2007, issued under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II, No. 13, dated 03-07-2007, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction for Reserve Line Barracks for Reserve Staff, Parade Ground, Separate District Headquarter accomodation for conducting Refresher Course at Verna, South Goa (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa, considered the report made by the Collector under sub-section (2) of section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 22/17/2007-RD dated 01-01-2009, issued under Section 6 of the said Act, and published in the Official Gazette, Series II, No. 41, dated 08-01-2009, declared that the said land is required for the said public purpose.

Now, Therefore, in exercise of the powers conferred by section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), The Government of Goa hereby directs the Collector, South Goa District, Margao, to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 16th December, 2009.

Office of the Collector & District Election Officer,
North Goa, District

Election Branch

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Corrigendum

No. 3-1-2009/ELEC/Col/GSVC

Ref.: Notification No. 3-1-2009/ELEC/Col/
/GSVC, dated 22-11-2009.

The date, time, place of poll if necessary at
Sr. No. 4 and date, time, place of counting of votes
and declaration of result of the election at
Sr. No. 5 mentioned in the programme of election,

issued vide Notification referred to above may be
read as 28-01-2010 at 4.00 p. m. in the office of the
Collectorate, North Goa District, Panaji (Election
Branch) Room No. 14 instead of 03-01-2010 from
8.00 a. m. to 5.00 p. m. in the office of the Directorate
of Animal Husbandry & Veterinary and 29-01-2010
at 10.00 a. m. onwards, in the office of the
Collectorate, North Goa District, Panaji (Conference
Hall) instead of 04-01-2010 from 10.00 a. m.
onwards in the office of the Collectorate, North
Goa District, Panaji.

R. Mihir Vardhan, Collector/RO, Goa State
Veterinary Council, North-Goa.

Panaji, 18th December, 2009.

www.goagovt.nic.in/gazette.htm

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